

**Exhibit A**

**Form of Trade Agreement**

\_\_\_\_\_, 20\_\_

TO: **[Critical Vendor/Service Provider]**  
**[Name]**  
**[Address]**

Dear Valued Supplier/Service Provider:

As you are aware, True Value Company, L.L.C. and certain of its affiliates (together, the “Debtors”) filed voluntary petitions (the “Chapter 11 Cases”) for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (“Bankruptcy Court”) on [ ], 2024 (the “Petition Date”). On the Petition Date, in recognition of the importance of its relationship with vendors and suppliers and its desire that the Chapter 11 Cases have as little effect on such parties as possible, the Debtors requested the Bankruptcy Court’s approval to pay the prepetition claims of certain critical vendors and suppliers. On [ ], 2024, the Bankruptcy Court entered an interim order (the “Order”) authorizing the Debtors, under certain conditions, to pay the prepetition claims, in accordance with the terms of the Order, of certain trade creditors that agree to the terms set forth below and agree to be bound by the terms of the Order. A copy of the Order is enclosed for your reference. The Debtors have asked the Bankruptcy Court to schedule a final hearing and thereafter grant the relief provided in the Order on a final basis.

Under the Order, in order to receive payment of its prepetition claim, each selected trade creditor must agree to continue to supply goods and/or services to the Debtors based on “Customary Trade Terms.” In the Order, Customary Trade Terms are defined as the normal and customary trade terms, practices and programs (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, normal product mix and availability and other applicable terms and programs), which were most favorable to the Debtors and in effect between such trade creditor and the Debtors on a historical basis for the period within 180 days of the Petition Date, or such other trade terms as mutually agreed to by the Debtors and such trade creditor.

For purposes of administering this trade program, as authorized by the Bankruptcy Court and in accordance with the terms of the Order, the Debtors and **[Name of Trade Vendor]** agree as follows (the “Agreement”):

- (a) The estimated balance (net of any setoffs, credits or discounts) owed by the Debtors to **[Name of Trade Vendor]** as of the Petition Date is \$\_\_\_\_\_ (the “Trade Claim”). Your Trade Claim does not necessarily constitute a claim allowed by the Bankruptcy Court in the Chapter 11 Cases, and signing this Trade Agreement does not excuse you from any requirement of filing a proof of claim in the Chapter 11 Cases for any unpaid Trade Claim balance.
- (b) The Debtors shall pay \$\_\_\_\_\_ towards the Trade Claim (the “Payment”) within 10 days of execution of this agreement by wire transfer at the instructions attached hereto as **Exhibit B**.

- (c) **[Name of Trade Vendor]** agrees to supply goods/services to the Debtors in accordance with the Customary Trade Terms, and the Debtors agree to pay **[Name of Trade Vendor]** in accordance with such Customary Trade Terms. [For purposes of this Agreement, Customary Trade Terms consist of those terms provided for in the agreement attached hereto as **Exhibit A.**]
- (d) The open trade balance or credit line, if any, that **[Name of Trade Vendor]** may agree to extend to the Debtors for shipment of postpetition goods/provision of postpetition services is \$ .
- (e) In consideration for the payment in full of the Trade Claim, you agree not to file or otherwise assert against the Debtors, their estates or any other person or entity or any of their respective assets or property (real or personal) any lien (a "Lien"), claim for reclamation ("Reclamation Claim"), claim under Bankruptcy Code section 503(b)(9) (a "503(b)(9) Claim"), any similar priority claim under the Bankruptcy Code or other statute (a "Priority Claim"), regardless of the statute or other legal authority upon which such Lien, Reclamation Claim, 503(b)(9) Claim, Priority Claim may be asserted, related in any way to any remaining prepetition amounts allegedly owed to you by the Debtors arising from agreements or other arrangements entered into prior to the Petition Date. Upon Payment, to the extent you have already obtained or otherwise asserted such a Lien, Reclamation Claim, 503(b)(9) Claim, Priority Claim, you shall take (at your own expense) whatever actions are necessary to release such Lien or withdraw such Reclamation Claim, 503(b)(9) Claim, or Priority Claim.

Your execution of this Agreement and return of the same to the Debtors constitutes an agreement by **[Name of Trade Vendor]** and the Debtors:

1. to be bound by the Customary Trade Terms and, subject to the reservations set forth in the Order, to the amount of the Trade Claim set forth above;
2. that **[Name of Trade Vendor]** will continue to supply the Debtors with goods and/or services pursuant to the Customary Trade Terms and that the Debtors will pay for such goods and/or services in accordance with the Customary Trade Terms (as modified herein);
3. that **[Name of Trade Vendor]** has reviewed the terms and provisions of the Order and that it consents to the bound by such terms;
4. that **[Name of Trade Vendor]** reserves, subject to this Agreement, rights and claims to seek payment for any unpaid Trade Claim balance or any invoice arising after the Petition Date that remains unpaid;
5. that if **[Name of Trade Vendor]** refuses to supply goods and/or services to the Debtors on Customary Trade Terms, or on such other terms as mutually agreed to by

[Name of Trade Vendor] and the Debtors following [Name of Trade Vendor]'s receipt of any payment on account of [Name of Trade Vendor]'s Trade Claim, then the Debtors may, in their sole discretion with written notice to [Name of Trade Vendor], require [Name of Trade Vendor] to return any Payments paid to [Name of Trade Vendor] pursuant to the Order or declare any Payments made to [Name of Trade Vendor] on account of [Name of Trade Vendor]'s Trade Claim to have been on account of any a (i) 503(b)(1) claim, (ii) 503(b)(9) Claim, or (iii) general unsecured prepetition claim, without giving effect to any rights of setoff or reclamation; provided however, that [Name of Trade Vendor] shall have five (5) business days from receipt of the Debtors' written notice to dispute or respond to such notice and reinstate the supply of goods/and or services. Nothing herein shall constitute a waiver of the Debtors' rights to seek damages or other appropriate remedies against [Name of Trade Vendor] or [Name of Trade Vendor]'s rights, claims and defenses with respect thereto.

6. that if the Debtors shall be in default under this Agreement, [Name of Trade Vendor] shall have no obligation to supply goods and/or services to the Debtors on Customary Trade Terms (as modified herein) until the Debtors cure such default and [Name of Trade Vendor] shall have the right to terminate this Agreement upon written notice (notice via email is sufficient) to the Debtors setting forth the Debtors' defaults hereunder (which the Debtors shall have the right to dispute) and the Debtors' failure to cure such default within five (5) business days of such notice, in which event [Name of Trade Vendor] is and shall be entitled to retain all sums paid to it hereunder on account of its Trade Claim; and

7. entry into this Trade Agreement shall not (a) effect a novation of any existing agreements between [Name of Trade Vendor] and the Debtors, (b) modify any of the conditions, covenants, representations and warranties, or other terms of any such existing agreements, other than as agreed between the Debtors and [Name of Trade Vendor], (c) constitute an assumption or rejection of any executory contract or prepetition or postpetition agreement, or (d) change the nature or priority of [Name of Trade Vendor]'s underlying claim(s) or entitle [Name of Trade Vendor] to treatment of its claim(s) as an Administrative Expense Claim(s).

The Debtors and [Name of Trade Vendor] also hereby agree that any dispute with respect to this Agreement, the Order and/or [Name of Trade Vendor]'s participation in the Trade Payment Program shall be determined by the Bankruptcy Court.

If you have any questions about this Agreement or our financial restructuring, please do not hesitate to call [Contact Person] at ( ) \_\_\_\_-\_\_\_\_:

Very truly yours,

True Value Company, L.L.C.

By: \_\_\_\_\_ Name: [•]  
Title: [•]

Agreed and Accepted by:

**[Name of Trade Vendor]**

By: \_\_\_\_\_

Name: **[Name]**

Title: **[Title]**

Dated: \_\_\_\_\_, 2024